

ADOPTED

MEMORANDUM

DECEMBER 8, 1993

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
AARON SCHLEIFER, PROJECT MANAGER
KEVIN MORRISON, ACTING CHIEF GENERAL COUNSEL

SUBJECT: SECOND AMENDMENT TO THE 1977 REPORT AND DECISION
AMENDMENT ON THE HAYNES HOUSE APARTMENTS
CHAPTER 121A PROJECT ("HAYNES HOUSE PROJECT").

SUMMARY: Request adoption of the second amendment to the 1977 Report and decision Amendment on the Haynes House Project, a 131 unit housing development (the "First Amendment"), involving the transfer of the Haynes House Project from the existing owner, Haynes House Associates, to a new Chapter 121A entity, Haynes House II Limited Partnership, in connection with, and as part of, a substantial renovation program.

Project Background

Haynes House is a 131-unit apartment building located in Lower Roxbury. It was built as the second phase of a 121A multi-phased project to be developed originally by the Lower Roxbury Development Corporation for low and moderate income families within the Campus High Urban Renewal Area. The overall project is now known as Madison Park Village. The original 121A designation was made in February 1972. Further planning regarding the development resulted in a phased development plan.

On June 9, 1977, the Authority approved a separation of the overall project into three components to be developed by separate limited partnerships. The new Chapter 121A entity to develop this second phase was Haynes House Associates.

On November 8, 1993, Madison Park Development Corporation ("MPDC") requested approval of the transfer of the 131 unit apartment building from Haynes House Associates, a limited partnership ("HHA"), to Haynes House Associates II, also a limited partnership ("Haynes House II"). The General Partner of Haynes House II will be a new Massachusetts Business Corporation, Haynes House II, Inc., a wholly owned subsidiary

of MPDC. The plan is to syndicate the property with tax credits awarded by the Executive Office of Communities and Development ("EOCD") and to combine the syndication proceeds with other resources including HOME funds committed by EOCD and Federal Home Loan Bank assistance to complete the acquisition and rehabilitation of the property.

On December 7, 1993, an Application for Approval to Transfer a Project was filed with the Authority on behalf of jointly, HHA and Haynes House II. Enclosed is a complete copy of this application.

Project Acquisition and Renovation Program Financing

The Project 's acquisition and renovation is to be funded from the below indicated sources, including but not limited to, the sale of federal low-income housing tax credits:

Sources:

Acquisition	\$5,766,262
Construction and Contingency	\$1,696,860
General Development Costs	\$808,479
Equity - Driven Reserves	\$498,898
	\$8,770,499

Uses

MHFA Debt	\$4,952,590
HOME Loans	\$998,252
MPDC (or affiliate) Loans	\$813,985
Net Syndication Proceeds	\$2,005,985
	\$8,770,499

The indicated funding sources are based in projected amounts. The exact funding available from each source may be more or less depending upon the final syndication and loan or grant approvals.

Enclosed is the proposed Second Amendment to the Report and Decision (the "Second Amendment") that is presented for adoption.

In order to take advantage of the allocation of low-income housing tax credits, the initial phase of the transfer to Haynes House II, must be completed before December 31, 1993. Therefore, it is recommended that the Authority adopt the enclosed First Amendment as presented.

The Office of the General Counsel has determined that this proposed project transfer and

the related rehabilitation program collectively do not constitute a "fundamental Change" in accordance with the Acts of 1960, Chapter 652, Section 13A, as amended, and a public hearing on the amendment is not required.

An appropriate vote follows:

VOTED: That the document presented at this meeting entitled "SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP", be and hereby is approved and adopted in all respects.

Dear Mr. McDonough:

Pursuant to Section 13, Chapter 652 of the Acts of 1960, I hereby file with the Office of the City Clerk the following material attested by the undersigned as Secretary:

A Certificate of Vote of the Authority adopted on December 8, 1993, approving and adopting the "BOSTON REDEVELOPMENT AUTHORITY SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP".

An attested copy of the Approval by His Honor, Mayor Menino, dated December 23, 1993, of the foregoing vote.

Attached to the above mentioned Certificate of Vote and Approval thereof by His Honor, Mayor Menino, is a copy of the aforementioned SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT ON THE HAYNES HOUSE APARTMENTS CHAPTER 121A PROJECT ("HAYNES HOUSE PROJECT").

Boston
Redevelopment
Authority

DOCUMENT # 5609
ADOPTED
DECEMBER 8, 1993

Clarence J. Jones, *Chairman*

Paul L. Barrett, *Director*

December 22, 1993

Mr. Patrick F. McDonough
City Clerk
Room 601, City Hall
Boston, MA 02201

SUBJECT: SECOND AMENDMENT TO THE 1977 REPORT AND DECISION
AMENDMENT ON THE HAYNES HOUSE APARTMENTS
CHAPTER 121A PROJECT ("HAYNES HOUSE PROJECT")

Dear Mr. McDonough:

Pursuant to Section 13, Chapter 652 of the Acts of 1960, I hereby file with the Office of the City Clerk the following material attested by the undersigned as Secretary.

A Certificate of Vote of the Authority adopted on December 8, 1993, approving and adopting the "BOSTON REDEVELOPMENT AUTHORITY SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THIS PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP".

An executed copy of the Approval by His Honor, Mayor Menino, dated December 22, 1993, of the foregoing vote.

Attached to the above-mentioned Certificate of Vote and Approval thereof by His Honor, Mayor Menino, is a copy of the aforementioned SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT ON THE HAYNES HOUSE APARTMENTS CHAPTER 121A PROJECT ("HAYNES HOUSE PROJECT").

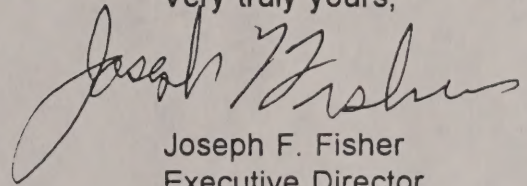
Patrick F. McDonough

-2-

December 22, 1993

Please acknowledge the filing of the foregoing on the xerox copy of this letter and return the same to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Joseph F. Fisher".

Joseph F. Fisher
Executive Director

Receipt of the aforementioned
is hereby acknowledged:

A handwritten signature in dark ink, appearing to read "Patrick F. McDonough".

City Clerk

DEC 22 1993

Date

**Boston
Redevelopment
Authority**

Clarence J. Jones, *Chairman*

Paul L. Barrett, *Director*

December 20, 1993

Honorable Thomas M. Menino
Mayor of Boston
City Hall
Boston, MA 02201

SUBJECT: SECOND AMENDMENT TO THE 1977 REPORT AND DECISION
AMENDMENT ON THE HAYNES HOUSE APARTMENTS
CHAPTER 121A PROJECT ("HAYNES HOUSE PROJECT")

Dear Mayor Menino:

At the regular meeting of December 8, 1993, the Authority approved and adopted the document entitled: "BOSTON REDEVELOPMENT AUTHORITY SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THE PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP." The adoption of this document constitutes approval by the Authority.

Enclosed herewith for your review are four copies of the said "SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH HAYNES HOUSE APARTMENTS PROJECT...", together with all attachments. Attached to each copy of the Amendment is a Certificate of Vote executed by the undersigned as Secretary.

Section 12 of Chapter 652 of the Acts of 1960 provides as follows: "...provided, however, that no vote of the Authority approving a project or any change therein, or making or amending any rule, regulation or standard therefor, shall be in force until approved by the Mayor of said City." Your approval pursuant to Section 12 is respectfully requested.

Mayor Thomas M. Menino

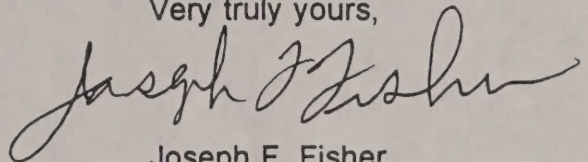
-2-

December 20, 1993

The Approval Form which is attached to each copy of the aforementioned document is in the form previously approved by the City of Boston Law Department.

If the vote of the Authority approving the "SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT..." meets with your approval, please sign all four copies of the Approval Certificate, one copy of which I am required as Secretary to file with the City Clerk pursuant to Chapter 652 of the Acts of 1960.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Joseph F. Fisher".

Joseph F. Fisher
Secretary

JFF:jc
Attachments

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

(1) That he is the duly qualified Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on December 8, 1993 and duly recorded in this office:

The Chairman opened a public hearing before the Boston Redevelopment Authority (the "Authority") being held to consider the Application for a Change in Use in connection with the previously approved and developed Haynes House Chapter 121A Project. This Public Hearing is being held in accordance with the Chapter 121A, and the Acts of 1960, Chapter 652, Section 13A.

Copies of a memorandum dated December 8, 1993 were distributed entitled "SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT ON THE HAYNES HOUSE APARTMENTS CHAPTER 121A PROJECT ("HAYNES HOUSE PROJECT"), which included a proposed vote. Attached to said memorandum were a five page document entitled "BOSTON REDEVELOPMENT AUTHORITY SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THE PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP" and a nine page document entitled "HAYNES HOUSE CHAPTER 121A PROJECT APPLICATION FOR APPROVAL TO TRANSFER A PROJECT PURSUANT TO GENERAL LAWS CHAPTER 121A, SECTION 11, TO ACQUIRE A PROJECT PURSUANT TO GENERAL LAWS CHAPTER 121A SECTION 18C, AND THE ACTS OF 1960, CHAPTER 652, SECTION 13A; AND CONSENT TO FORM AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP TO TAKE TITLE THERETO, SAID ENTITY

TO BE ORGANIZED UNDER GENERAL LAWS CHAPTER 121A, AND PURSUANT TO THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED Submitted by: Haynes House Associates and Haynes House Associates II Limited Partnership DATE: December 7, 1993".

Mr. Thomas O'Malley, Assistant Director for Neighborhood Housing and Development, and Mr. Vincent Haynes, addressed the Authority and answered the Members' questions.

No one appeared in opposition.

On motion duly made and seconded, it was unanimously

VOTED: That the document presented at this meeting entitled "BOSTON REDEVELOPMENT AUTHORITY SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THE PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP", be and hereby is approved and adopted in all respects.

The aforementioned "Second Amendment to the 1977 Report and Decision Amendment in connection with the Haynes House Apartments Project..." is incorporated in the Minutes of this meeting and filed in the Document Book of the Authority as Document No. 5609.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceeding under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the document to which this certificate is attached is in substantially the form as that presented to said meeting.

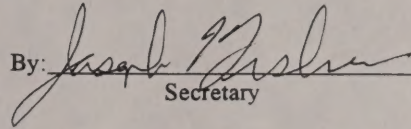
(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority, and this certificate is hereby executed under such official seal.

(6) That Paul L. Barrett is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF, the undersigned hereunto has set his hand this Twentieth day of December , 1993.

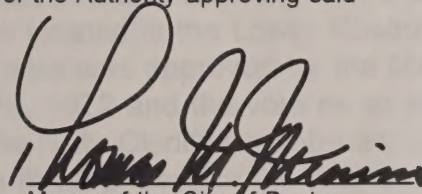
BOSTON REDEVELOPMENT AUTHORITY

By:  Secretary

LS

APPROVED:

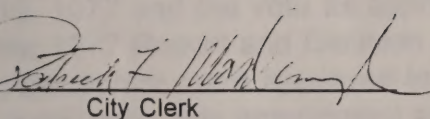
Including, without limiting the generality of the foregoing, the, "BOSTON REDEVELOPMENT AUTHORITY SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THE PREVIOUSLY APPROVED AND DEVELOPMENT PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP.", and the December 8, 1993 vote of the Authority approving said Second Amendment.

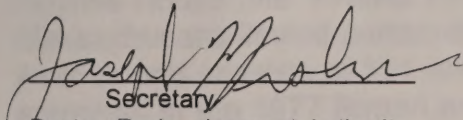

Mayor of the City of Boston

12-22-93

Date

Attest:


City Clerk


Secretary

Boston Redevelopment Authority

BOSTON REDEVELOPMENT AUTHORITY

SECOND AMENDMENT TO THE 1977 REPORT AND DECISION AMENDMENT IN CONNECTION WITH THE HAYNES HOUSE APARTMENTS PROJECT FOR THE APPROVAL OF THE TRANSFER OF THE PREVIOUSLY APPROVED AND DEVELOPED PROJECT UNDER MASSACHUSETTS GENERAL LAWS (Ter. Ed.), CHAPTER 121A AND THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED, TO A MASSACHUSETTS LIMITED PARTNERSHIP, AND FOR THE CONSENT AND AUTHORIZATION OF SUCH PARTNERSHIP TO ACT AS AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP.

A. Prior Proceedings and Actions. Reference is made to the following:

1. On February 10, 1972, the Boston Redevelopment Authority (the "Authority") voted to adopt the original Report and Decision on a three phased low and moderate income housing project to be located in the Lower Roxbury neighborhood of the City of Boston. Such vote was approved by the Mayor of the City of Boston (the "Mayor") on February 18, 1972 and the vote as so approved was filed with the Clerk of the City of Boston (the "City Clerk") on February 24, 1972 (the "1972 Original Report and Decision"). The three phases of the project included what are now known as respectively the Smith House, the Haynes House and Madison Park III townhouses. The Lower Roxbury Development Corporation ("LRDC") was the Chapter 121A entity approved to own, operate and manage all three phases.
2. The 1972 Original Report and Decision was amended subsequently by votes of the Authority on respectively May 18, 1972, March 15, 1973 and October 9, 1975.
3. On June 9, 1977, the Authority voted to adopt a Report and Decision Amendment on the Application for Approval of Acquisition of a Project (the "1977 Report and Decision Amendment"). Such vote was approved by the Mayor on July 19, 1977 and the vote as approved was filed with the City Clerk on July 21, 1977. By the 1977 Report and Decision Amendment, three separate Massachusetts limited partnerships were approved to acquire the respective project phases or components. Specifically, this amendment approved the transfer of the project known as the Haynes House (the "Project") from LRDC to Haynes House Associates, a Massachusetts limited partnership ("HHA"). The Project is located 725 Shawmut Avenue and consists of 131 residential units and tenant parking areas. HHA was approved in the 1977 Report and Decision Amendment as the Chapter 121A entity to own, operate and manage the Project.
4. On July 26, 1977, HHA entered into with the Authority a certain Regulatory Agreement in accordance with Chapter 121A, Section 18C (the "Original Regulatory Agreement").

5. On July 26, 1977, HHA entered into with LRDC and the City of Boston a certain Assignment and Assumption Agreement, wherein HHA agreed to assume the Original 6A Contract to the extent that contract applied to the Project. The Original 6A Contract consists of that contract by and between the City of Boston and LRDC, dated June 14, 1972, as amended on August 31, 1976.

6. On October 29, 1981, the Authority by vote adopted an amendment to the 1977 Report and Decision Amendment (the "First Amendment"), which in principal part deleted certain unimproved land from the Project or Phase III project area to create a Phase IV, consisting of 143 townhouses to be undertaken by a separate Massachusetts limited partnership, Madison Park IV Associates. Such vote was approved by the Mayor on November 12, 1981 and the vote as so approved was filed with the City Clerk on November 17, 1981.

Hereinafter, the 1977 Report and Decision Amendment as amended by the First Amendment thereto shall be referred to as the "Amended Report and Decision".

B. Application. On December 7, 1993, an Application for Approval to a Transfer Project was filed with the Authority on behalf of jointly HHA and Haynes House Associates II Limited Partnership ("Haynes House II") (the "Application"). This Application requested the approval of the transfer of the Project for the purpose of undertaking and financing a substantial renovation program. The proposed transfer to a new Massachusetts limited partnership, Haynes House II, would take place in two phases for a total purchase price of approximately \$5,766,262. The terms and conditions of both the transfer or sale and the renovation program are more particularly described in the Application, specifically in Sections 2 and 5 thereof. The Application is incorporated herein by reference.

C. Public Hearing; Notice. On November 18, 1993, the Authority voted to hold a public hearing ("Public Hearing") on the proposed Project transfer and scheduled the hearing for Wednesday, December 8, 1993 at 2:00 PM. In addition, publication of notice of the Public Hearing in the Boston Herald was required. Such Notice of Public Hearing was published in the Boston Herald on Monday, November 29, 1993. The Public Hearing was held on December 8, 1993.

D. Authority Action. The Authority is acting hereunder pursuant to Massachusetts General Laws, Chapter 121A, as amended ("Chapter 121A"), Sections 11 and 18C, and the Acts of 1960, Chapter 652, as amended ("Chapter 652"), Section 13A, and all other applicable sections or provisions of Chapter 121A and 652, and the Authority's "Rules and Regulations Governing Chapter 121A Projects in the City of Boston", as amended and/or revised. Further, the Authority, in acting hereunder, has considered the Application and all documents or exhibits filed therewith or attached thereto, the testimony at the Public Hearing and all documents or other materials presented thereat, sufficient in the Authority's judgment to enable it to act as hereinafter set forth.

E. Decision. The Authority hereby acts as follows:

1. Approval. The Application is hereby approved and the Amended Report and Decision is hereby further amended only to the extent specifically set forth herein. If there is any inconsistency or conflict between the terms and conditions of the Application and those of this Second Amendment to the Report and Decision (the "Second Amendment"), the terms and conditions of this Second Amendment shall apply and govern.

2. Transfer of Project Ownership. The Authority hereby approves the transfer of the Project ownership by HHA to Haynes House II in two phases as described more particularly in the Application, Section 2, (a) through (d) inclusive. The General Partner of Haynes House II will be Haynes II, Inc., a Massachusetts business corporation to be formed. The proposed Certificate of Limited Partnership of Haynes House II is set forth in the Application, Exhibit D. The Authority hereby consents to the formation of Haynes House II as an Urban Redevelopment Limited Partnership to acquire the Project. The Certificate of Limited Partnership and Agreement of Limited Partnership and any subsequent restatements or amendments to such partnership documents (collectively the "Partnership Documents") shall be filed with the Authority contemporaneously with their execution, whether or not the same are filed with, or required to be filed with, the Secretary of State, Commonwealth of Massachusetts. If there is any inconsistency or conflict between the terms of the Partnership Documents and those of the Regulatory Agreement referred to in Section E(10) of this Second Amendment, the terms and conditions of the Regulatory Agreement shall apply and govern. HHA and/or Haynes House II shall file with the Authority contemporaneously with their execution, all agreements, deeds and like documents in connection with both phases of the transfer.

3. Governmental Approvals. The phased transfer of the Project ownership shall be subject to the mortgage assignment and regulatory approvals of the Massachusetts Housing Finance Agency ("MHFA"), including the terms and conditions imposed by MHFA on such approvals. Notwithstanding the generality of the foregoing, in no event shall any change in the statutory return restriction or allowable disbursements authorized or approved by MHFA, in conjunction with, or at any time after, the phased transfer of the Project ownership, under Chapter 121A, Section 10 (as amended by the Acts of 1989, Chapter 679, Sections 21 and 22) be in force or effect without the prior written approval by the Authority.

4. Project Name. Hereafter, this Project shall be known as the "Haynes House Apartments Chapter 121A Project".

5. Cost of Project; Approved Acquisition and Renovation Financing. The total cost of the Project acquisition by Haynes House II in two phases is \$5,766,262 (the "Acquisition Financing") and the total cost of the estimated total cost of the Project renovation is \$3,304,237 (the "Renovation Financing"). The Authority hereby approves the Acquisition Financing, as more particularly described in the Application, Sections 2(a) and 5(a), and the Renovation Financing, as more particularly described in the Application, Section 5(b).

6. Approval of Future Financing(s), Refinancing(s), Syndication(s) or Resyndication(s). Subsequent to the Approved Acquisition and Renovation Financing, all debt financing(s) or refinancing(s), whether secured or unsecured, of the Project or the Project property, and syndication(s) or resyndication(s) of partnership interests, shall be subject to the Authority's prior written approval. No mortgages in connection with the Project property shall be granted and/or recorded with the Authority's prior written approval, except for any mortgages to secure the Approved Acquisition and Renovation Financing.

7. Approval of Renovation Program. The Authority hereby approves the Renovation Program, as more particularly described in the Application, Section 2(b). Subject to the receipt of funds for the renovation work, Haynes House II shall undertake and complete the Renovation Program. The Renovation Program plans shall be subject to approval by the Authority's Director. Haynes House II shall provide the Authority upon request periodic written status reports on the Renovation Program. Upon completion of the Renovation, Haynes House II shall provide the Authority with written notice of such completion.

8. Use Restriction. The Authority confirms the use of the Project as rental housing for "Low-Income Households" and "Moderate-Income Households", both terms as hereinafter defined, and except as hereinafter provided, this restriction shall remain in full force and effect for the remainder of the Chapter 121A designation. The terms "Low-Income Households and Moderate-Income Households" shall be as from time to time defined by the federal Department of Housing and Urban Development ("HUD") or any successor department or agency. Notwithstanding the foregoing to the contrary, as long as the housing units in the Project are subject to the use and tenant income requirements of HUD, MHFA or other federal or state departments or agencies, the use and income requirements of those departments or agencies shall apply and govern.

9. General Findings and Determinations. The Authority hereby finds and determines that: (a) the transfer of the Project as approved in this Second Amendment does not constitute a "fundamental change" in accordance with Chapter 652, Section 13A; (b) except to the extent inconsistent with or contrary to the provisions of this Second Amendment, all of the findings, determinations, approvals and consents contained in the 1972 Original Report and Decision, as amended, and the Amended Report and Decision, including specifically those zoning deviations granted, are hereby ratified and confirmed in all respects; and (c) any procedural or other requirements of applicable statutes, rules and regulations which may not have been complied with in the Application or the Authority's proceedings in connection therewith are hereby waived.

10. Rules and Regulations. Notwithstanding the minimum standards for financing, construction, maintenance and management of this Project or any other rules and regulations set forth or referenced in the 1972 Original Report and Decision, as amended, or the Amended Report and Decision, to the contrary, the Authority hereby imposes in addition to those requirements set forth in this Section E, (2) through (8) inclusive, as rules and regulations on the Project and requires in

connection with the first phase of the Project transfer, by or before December 31, 1993, that HHA and Haynes House II: (a) enter into a new Regulatory Agreement and any amendments, under Chapter 121A, Section 18C, the terms and conditions of which are acceptable to the Authority's Director (the "Regulatory Agreement"); and (b) enter into an Assignment and Assumption Agreement in connection with the Original 6A Contract with the City of Boston, the terms and conditions of which are acceptable to both the Authority's Director and the Commissioner of Assessing of the City of Boston (the "Assumption Agreement"). Further, the Authority's Director may by notice in writing filed with the Authority's Secretary and the City Clerk determine that the Assumption Agreement shall be entered into at the time of the closing of the second phase of the transfer rather than on or before December 31, 1993.

11. Report and Decision. All provisions of the 1972 Original Report and Decision, as amended, and the Amended Report and Decision not specifically amended or revised by, or in conflict with, this Second Amendment, shall remain in full force and effect.

F. Execution of Documents; Estoppel Certificates. The Authority's Director is hereby authorized to execute or assent to respectively the Regulatory Agreement, the Assumption Agreement and any amendments thereto. Further, the Authority's Director is authorized to provide to lenders, governmental bodies or other interested persons or entities, Estoppel Certificates or like instruments at his discretion, which confirm matters covered by this Second Amendment.

G. Severability. In the event any provision of this Second Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

HAYNES HOUSE CHAPTER 121A PROJECT

APPLICATION FOR APPROVAL TO TRANSFER A PROJECT PURSUANT
TO GENERAL LAWS CHAPTER 121A, SECTION 11,
TO ACQUIRE A PROJECT PURSUANT TO
GENERAL LAWS CHAPTER 121A SECTION 18C,
AND THE ACTS OF 1960, CHAPTER 652, SECTION 13A; AND CONSENT
TO FORM AN URBAN REDEVELOPMENT LIMITED PARTNERSHIP
TO TAKE TITLE THERETO, SAID ENTITY TO BE ORGANIZED
UNDER GENERAL LAWS CHAPTER 121A, AND
PURSUANT TO THE ACTS OF 1960, CHAPTER 652, BOTH AS AMENDED

Submitted by:

Haynes House Associates

and

Haynes House Associates II Limited Partnership

DATE: December 7, 1993

1. Project Description. The Project, which is located in the South
neighborhood of the City of Boston, consists of 171 rental units
of low and moderate income housing with a variety of federal and
state rental subsidies.

(a) Project. The Project, which is located in the South
neighborhood of the City of Boston, consists of 171 rental units
of low and moderate income housing with a variety of federal and
state rental subsidies.

(b) Property Map. The parcel of land and the building
thereon which contain the Project Area is located as follows:

<u>Address</u>	<u>Assessor's Parcel No.</u>	<u>No. of Units</u>
775 Beacon Avenue Boston, Mass.	00-2160	171

A map and bounds description of the Project area was set
forth in Exhibit A as the original application for the Project.
which is on file with the authority.

(c) Project and Location of Project. The original report and
description of the project (known as Haynes House, South

Haynes House Associates ("HHA") and Haynes House Associates II Limited Partnership ("Haynes House II") (collectively, the "Applicants") hereby jointly apply to the Boston Redevelopment Authority (the "Authority") pursuant to the provisions of Massachusetts General Laws, Chapter 121A ("Chapter 121A"), Sections 11 and 18C, as amended, the provisions of the Acts of 1960, Chapter 652 ("Chapter 652"), Section 13A, as amended, and any rules and regulations of the Authority that may be applicable hereto, for the approval and consent of the Authority to the proposed transfer of a certain project known as the Haynes House Project (the "Project"), to Haynes House II, the General Partner of which will be Haynes II, Inc., (the "General Partner"), which is a Massachusetts business corporation to be formed. Haynes House II is to be formed under the Uniform Limited Partnership Act adopted in Massachusetts as Chapter 109, Massachusetts General Laws, as amended. The Applicants request approval of the transfer of and the consent to the formation of Haynes House II under Chapter 121A and Chapter 652 for the purpose of acquiring and carrying out the Project, as hereinafter described. HHA will convey the Project to Haynes House II subject to the terms and conditions imposed by the Massachusetts Housing Finance Agency ("MHFA") and the Authority as set forth in the Report and Decision, if this Application is approved.

1. **Project; Project Area; Report and Decision.** The Applicants represent as follows:

(a) Project. The Project, which is located in the Roxbury neighborhood of the City of Boston, consists of 131 rental units of low and moderate income housing with a variety of federal and state rental subsidies.

(b) Project Area. The parcel of land and the building thereon which constitutes the Project Area is located as follows:

<u>Address</u>	<u>Assessor's Parcel No.</u>	<u>No. of Units</u>
725 Shawmut Avenue Boston, Mass.	09-2160	131

A metes and bounds description of the Project Area was set forth in Exhibit A to the original Application for the Project, which is on file with the Authority.

(c) Report and Decision As Amended. The original Report and Decision on a three phased project (known as Haynes House, Smith

House and Madison Park III townhouses) was adopted by vote of the Authority on February 10, 1972 (the "1972 Original Report and Decision") and was amended subsequently by votes of the Authority on respectively May 18, 1972, March 15, 1973, and October 9, 1975. LRDC was approved in the 1972 Original Report and Decision as the Chapter 121A entity to own, operate and manage all three phases of the original project. On June 9, 1977, the Authority voted to adopt a Report and Decision Amendment on the Application for Approval of Acquisition of a Project (the "1977 Report and Decision Amendment"). Such vote was approved by the Mayor of the City of Boston (the "Mayor") on July 19, 1977 and the vote as approved was filed with the Clerk of the City of Boston (the "City Clerk") on July 21, 1977. By the 1977 Report and Decision Amendment, three separate Massachusetts limited partnerships were approved to acquire the respective project components. Specifically, it approved the transfer of the project known as Haynes House (the "Project") from Lower Roxbury Development Corporation ("LRDC") to HHA. HHA, a Massachusetts limited partnership, was approved in the 1977 Report and Decision Amendment as the Chapter 121A entity to own, operate and manage this Project.

On October 29, 1981, the Authority by vote adopted an amendment, which in principal part deleted certain unimproved land from the Phase III project area to create a Phase IV, consisting of 143 townhouses to be undertaken by a separate Massachusetts limited partnership, Madison Park IV Associates. Such vote was approved by the Mayor on November 12, 1981 and the vote as so approved was filed with the City Clerk on November 17, 1981. No further amendments to the 1977 Report and Decision Amendment were applied for or approved prior to the date of this Application.

2. Applicants' Actions. The Applicants represent as follows:

(a) Sale. The purchase price of \$5,766,262 will consist of Haynes House II's payment in cash of \$300,000 and the assumption of, or the acquisition of the Project subject to, the following existing liabilities: (1) the MHFA First Mortgage Loan in the amount of \$3,724,237, (2) the MHFA Residual Receipts Note in the amount of \$1,228,353, (3) the loan from Madison Park Development Corporation, the parent corporation of one of HHA's general partners, (the "MPDC Loan") to HHA in the amount of \$463,672, and (4) the loan from Smith House Associates, a Massachusetts limited partnership, (the "Smith House Loan") to HHA in the amount of \$50,000. The transfer of the Project is expected to occur in two phases. The first phase will occur on or before December 31, 1993 and will consist of the conveyance of approximately a 20% tenancy in common interest in the Project to Haynes House II in

consideration of either (1) the delivery to HHA of a purchase money note in an amount equal to approximately 20% of the Project's acquisition cost or (2) the payment of approximately \$60,000 in cash and the assumption of, or the taking the tenancy in common interest subject to, the proportionate share of the MHFA First Mortgage Loan, the MHFA Residual Receipts Note, the MPDC Loan and the Smith House Loan. The second phase is expected to occur during calendar year 1994 and will consist of the conveyance of the balance of the Project in consideration of the payment of the remaining cash consideration and the assumption of, or the taking the Project subject to, the remaining balance of the MHFA First Mortgage Loan, the MHFA Residual Receipts Note, the MPDC Loan and the Smith House Loan. On or about the completion of the second phase of the acquisition of the Project, Haynes House II will admit additional limited partners to provide funds to renovate the Project as set forth in paragraphs 2(b) and 5(b), below.

(b) Renovation Program. The Partnership intends to undertake a substantial renovation of the Project with financing provided from investor limited partners and from public sources set forth in paragraph 5(b), below. Planned capital improvements include modernization of kitchens and baths, replacement of carpets, upgrading of elevators and handicap accessibility, improvements to energy and water conservation systems, added security in the parking lot, individual metering of the electric service and improved circulation between the building and the parking lot and on the first floor.

(c) Continuing Use. Haynes House II intends to continue the current use of the Project.

(d) Management. Management of the Project will continue to be conducted by Madison Park Village Associates, a joint venture between Maloney Properties, Inc., a Massachusetts corporation, and Madison Park Properties, Inc. which is intended to achieve self-sufficiency within the community.

3. Disclosure Statement Concerning Beneficial Interests. Haynes House II represents as follows:

(a) Haynes House II is a limited partnership to be organized under the laws of the Commonwealth of Massachusetts. The General Partner, a corporation to be organized under the general laws of Massachusetts, will be duly authorized to do business and will be in good standing under the laws of Massachusetts prior to the initial closing of the acquisition of the Project.

(b) A list, by true names and addresses, of all persons having or who will have a direct or indirect beneficial interest in Haynes House II (including the amount of their beneficial interests accurate to within one-half percent) respectively is set forth in Exhibit A. It is expected that Haynes House II will redeem the interest of the temporary limited partner and admit investor limited partners during calendar year 1994 in order to obtain financing for the proposed renovation of the Project.

(c) Exhibit B contains a background profile of MPDC which is the sponsor of the Project.

(d) A list, by true names and addresses, of all persons having or who will have a direct or indirect beneficial interest (including the amount of their beneficial interests accurate to within one-half percent) in the General Partner, is set forth in Exhibit C. MPDC will own 100% of the stock of the General Partner but may sell up to 25% of its interest to a nonprofit tax-exempt organization that fosters low income housing in Boston in connection with the admission of investor limited partners to Haynes House II if required for federal income tax purposes.

4. **Organizational Documents.** Exhibit D contains a copy of the proposed Certificate of Limited Partnership for Haynes House II.

5. **Acquisition and Renovation Financing.** Haynes House II represents as follows:

(a) Acquisition Financing. Haynes House II will assume, or acquire the Project subject to, the existing debt set forth in paragraph 2(b), above.

(b) Renovation Financing. Haynes House II expects to receive approximately \$2,005,985 in capital contributions from new limited partners to be admitted after the completion of the acquisition of the Project from HHA. In addition, Haynes House II expects that it will finance the renovation of the Project with proceeds from the following sources: the Massachusetts Executive Office of Communities and Development will provide a loan under the Federal HOME program in the amount of \$499,126, the Public Facilities Department of the City of Boston is expected to provide a loan under the Federal HOME program in the amount of \$499,126, and the Developer will provide a cash loan in the amount of \$300,000.

(c) The Sources and Uses of funds is set forth in Exhibit E.

6. Chapter 121A Urban Redevelopment Excise Taxes. HHA represents that all amounts due under Chapter 121A have been paid.

7. 6A Contract. HHA represents that all amounts due have been paid. Haynes House II will assume HHA's 6A Contract obligations.

8. Regulatory Agreement. HHA and Haynes House II agree to enter into a Regulatory Agreement jointly, as required by Chapter 121A, Section 18C, in substantially the form attached hereto as Exhibit F, and with such changes as may be required by the Authority.

9. Compliance with Boston Jobs Policy and Minority and Women Business Enterprise Requirements. Haynes House II represents that in connection with the Renovation Program, construction work, as described herein, will not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual preference, religion, or national origin. Further, Haynes House II will take affirmative action to ensure that applicants are employed and employees are treated during the construction period without regard to their race, color, sex, sexual preference, religion, or national origin. Haynes House II with regard to all construction work undertaken shall use reasonable efforts to pursue and cause the general contractor and all subcontractors to pursue efforts with a goal of employing workers in construction so that the worker hours on a craft-by-craft basis will be performed as follows:

at least 50% by bonafide City of Boston residents; at least 25% by minorities; and at least 10% by women.

Haynes House II shall incorporate in every general contractor's Construction Contract an enumeration of the foregoing worker hour goals and impose a responsibility upon such contractor to pursue such efforts and to incorporate such worker hour goals in all subcontracts and impose upon all subcontractors the obligation to pursue such efforts. In addition to the foregoing, Haynes House II will comply with the following standards relative to contracting with Minority and Women Owned Business Enterprises in all construction activity undertaken, including the procurement of goods and services:

at least 30% of the total construction contract amount shall be expended on Minority Business Enterprises and at least 5% of the total construction contract amount shall be expended on Women Business Enterprises.

The terms "Minority Business Enterprises" and "Women Business Enterprises" shall be as defined in a certain Executive Order issued by the Mayor of the City of Boston dated December 17, 1987 and effective December 30, 1987. Haynes House II will enter into a Construction Monitoring Agreement with the Authority, upon such terms and conditions that are acceptable to the Authority's Director.

10. **Statement of No Ownership Interests in Other Chapter 121A Projects.** Haynes House II represents that neither the General Partner, nor the principals thereof, individually, have any direct or indirect beneficial interest in any other Chapter 121A Project in the City of Boston other than Smith House, Madison Park III and Madison Park IV which were approved as part of the Original Report and Decision for the Project or by the 1981 Report and Decision Amendment. MPDC, the owner of the stock of the General Partner of Haynes II, owns all of the stock of each general partner in three of the partnerships that own each respective 121A project as approved in the 1977 Report and Decision Amendment.

11. **Statement of No Real Estate Tax Arrearages.** Haynes House II represents that neither the General Partner, nor the principals thereof, individually, own any real estate in Boston on which Chapter 59 real estate tax payments are in arrears.

12. **Continuing Operation of HHA.** Upon completion of the transfer to Haynes House II, HHA intends wind up its business and dissolve.

13. **Notices; Communications.** All notices or other communications from the Authority or its staff concerning this Application shall be forwarded to the Applicants, as follows:

Haynes House Associates
122 DeWitt Drive
Roxbury, Mass. 02120

Attn: Ms. Danette Jones

Haynes House Associates II
122 DeWitt Drive
Roxbury, Mass. 02120

Attn: Ms. Danette Jones

With a copy in either case to:

Robert Tuchmann, Esquire
Hale and Dorr
60 State Street
Boston, MA 02109

14. **Supplementary Materials.** The Applicants agree that upon the request of, and notice from the Authority staff, the Applicants will then provide such additional information in connection with the Project transfer as may be reasonably requested. Such information may be considered "Supplementary Material" to be incorporated as part of this Application.

15. **List of Exhibits.** The following exhibits are attached and incorporated as part of this Application as if fully set forth herein:

Exhibits:

- A: List of Beneficial Interests in Haynes House II
- B: Background Profile of Sponsors
- C: List of Beneficial Interests in the General Partner
- D: Proposed Certificate of Limited Partnership of Haynes House Associates II Limited Partnership
- E: Sources and Uses Statement
- F: Proposed Regulatory Agreement

Executed as of December 7, 1993.

HAYNES HOUSE ASSOCIATES

By: Lower Roxbury Management
Corporation,
a general partner

By: *Danette Jones*
Danette Jones, President

HAYNES HOUSE ASSOCIATES II LIMITED
PARTNERSHIP (to be formed)

By: Haynes II, Inc., (to be formed)
its general partner

By:

Danette Jones
Danette Jones, President

A. INITIAL OWNERSHIP

GENERAL PARTNER

Haynes II, Inc.
122 Danville Drive
Roxbury, Mass. 02120

LIMITED PARTNER

Ms. Danette Jones
122 Danville Drive
Roxbury, Mass. 02120

B. OWNERSHIP AFTER SYNDICATION

GENERAL PARTNER

Haynes II, Inc.
122 Danville Drive
Roxbury, Mass. 02120

LIMITED PARTNER

Investor Limited Partners

EXHIBIT A

LIST OF BENEFICIAL INTERESTS
IN HAYNES HOUSE II LIMITED PARTNERSHIP

INTEREST IN
PROFITS AND LOSSES

INTEREST IN
CAPITAL

A. INITIAL OWNERSHIP

GENERAL PARTNER

Haynes II, Inc. 122 DeWitt Drive Roxbury, Mass. 02120	1%	1%
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LIMITED PARTNER

Ms. Danette Jones 122 DeWitt Drive Roxbury, Mass. 02120	99%	99%
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B. OWNERSHIP AFTER SYNDICATION

GENERAL PARTNER

Haynes II, Inc. 122 DeWitt Drive Roxbury, Mass. 02120	1%	1%
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LIMITED PARTNERS

Investor Limited Partners	99%	99%
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EXHIBIT B

MADISON PARK DEVELOPMENT CORPORATION

Madison Park Development Corporation and its affiliates* have been dedicated to the development and maintenance of affordable housing and community economic development for 27 years. MPDC is nationally recognized as the first community based non-profit organization to independently develop housing for low income people. Located in Lower Roxbury, the organization was formed in 1966 to address severe residential displacement that ensued from the City of Boston's urban renewal programs and the state's proposed highway development programs.

MPDC has developed 526 units of affordable housing in four phases representing over \$30 million in mortgage financing. This housing includes elderly and family housing. MPDC and its affiliates have been the managing general partners for all four syndicated developments. MPDC has used complex financing mechanisms and state, city and federal programs to develop Madison Park Village. In addition, the community development corporation jointly manages Madison Park Village with a property management company.

Phase I-Smith House

Smith House, the anchor of Madison Park Village, is a 132 unit, senior citizen building located at the corner of Ruggles Street and Shawmut Avenue. The 12 story brick and concrete building was completed in 1973 and provides housing to 150 low income individuals. The units in the Smith House have retained their affordability over the years through subsidies under the Rent Supplement and state 13A programs. Services provided at the Smith House include 24 hour security services, medical assistance, ceramics classes, field trips and Bible study. A recent mortgage increase enabled MPDC to install a sprinkler system in the building.

Phase II-Haynes House

Haynes House is a 131 unit, seven story brick apartment building located on Shawmut Avenue. This property contains one and two bedroom units and houses small families. The property was

*Madison Park Economic Development Corporation
Madison Park Housing Corporation
Lower Roxbury Community Corporation

completed in 1974 and provides housing to 220 individuals including a large number of small children. Laundry facilities, a community room and 24 hour security are some of the services offered at the Haynes House.

Phase III--Madison Park III

Phase III was built in 1978 and represents the first group of townhouses developed by the organization. Madison Park III is designed with 120 two, three and four bedroom units in a brick and wood frame townhouse structure with fenced in back and front yards, air conditioning, security systems and other amenities. Subsidy of these units is through the federal Rental Assistance program. Services provided include youth activities, social service referral, and self development seminars. We recently completed a major rehabilitation program for this complex including the addition of much needed community space to allow for more community programs and activities.

Phase IV--Madison Park IV

Completed in 1980, Madison Park IV is composed of 143 two and three bedroom brick and woodframe townhouse structures. All units in Madison park IV are subsidized under the Section 8 program. Services provided to the families in Madison Park IV are very similar to those detailed for Madison Park III.

Corporations affiliated with Madison Park Development Corporation include Lower Roxbury Community Corporation, Madison Park Housing Corporation, and Madison Park Economic Development Corporation. These corporations are all related through their boards of directors.

The community development corporation provides social services and recreational activities at its housing because of its belief that housing provision involves community building and meeting resident requirements for more than just housing.

The above referenced projects and activities represent this community development corporation's ability to manage and administer complex financing which typically characterizes affordable housing. The MPDC community based board of directors shares the goal of revitalizing the Lower Roxbury community through housing and economic development. The board brings experience in working to improve the quality of life to the low income and minority residents of this community. MPDC executive director and president, Danette Jones, oversees the management and administration of all aspects of the community development corporation's programs and projects. Her professional skills in agency management, program implementation, supervision and direction of staff, fiscal administration and business development provide a strong base for the organization.

EXHIBIT C

CERTIFICATE OF LIMITED PARTNERSHIP
LIST OF BENEFICIAL INTERESTS
IN HAYNES II, INC.

STOCK OWNERSHIP

Madison Park Development
Corporation
122 DeWitt Drive
Roxbury, Mass. 02120

100%

3. Office of the Partnership: Agent for Service of Process. The office of the Partnership for purposes of Section 9(1) of the Act (and the office in which its records are maintained for purposes of Section 9(a) of the Act) is 122 DeWitt Drive, Roxbury, Massachusetts 02120. The name and address of the Partnership's agent for service of process in Massachusetts is Conette Jones, whose address is 122 DeWitt Drive, Roxbury, Massachusetts 02120.

4. General Partner's Name and Business Address: The name and business address of the general partner of the Partnership are as follows:

Haynes II, Inc.
122 DeWitt Drive
Roxbury, Mass. 02120

EXHIBIT D

CERTIFICATE OF LIMITED PARTNERSHIP
OF
HAYNES HOUSE ASSOCIATES II LIMITED PARTNERSHIP

Pursuant to the provisions of the Massachusetts Uniform Limited Partnership Act (the "Act"), the undersigned hereby agrees, certifies and swears to this Certificate of Limited Partnership creating a limited partnership to be know as "Haynes House Associates II Limited Partnership":

1. Name of Partnership. The name of the Partnership is Haynes House Associates II Limited Partnership (the "Partnership").

2. Business of Partnership. The character of the business of the Partnership and its purpose are to acquire, develop, construct, rehabilitate, own, hold, operate, and manage the land and building at 725 Shawmut Avenue, Boston, Massachusetts, known as Haynes House (the "Project") and to do all things reasonably incident thereto, including, but not limited to, purchasing, mortgaging, selling, exchanging, leasing and subleasing, acquiring an interest in or title to, or otherwise disposing of the Project, it being the purpose of the Partnership to develop the Project by rehabilitation and construction of rental apartment units to provide rental housing to low and moderate income persons and families and to comply with Section 42 of the Internal Revenue Code and the regulations promulgated thereunder, as may be amended from time to time; and to engage in any other activity directly or indirectly related thereto.

3. Office of the Partnership; Agent for Service of Process. The office of the Partnership for purposes of Section 4(1) of the Act (and the office at which its records are maintained for purposes of Section 5(a) of the Act) is 122 DeWitt Drive, Roxbury, Massachusetts 02120. The name and address of the Partnership's agent for service of process in Massachusetts is Danette Jones, whose address is 122 DeWitt Drive, Roxbury, Massachusetts 02120.

4. General Partner's Name and Business Address. The name and business address of the general partner of the Partnership are as follows:

Haynes II, Inc.
122 DeWitt Drive
Roxbury, Mass. 02120

5. Date of Dissolution of the Partnership. The latest date on which the Partnership is to dissolve is December 31, 2033.

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the Partnership, has signed and sworn to this Certificate of Limited Partnership under the penalties of perjury as of this ____ day of December, 1993.

GENERAL PARTNER:

Haynes II, Inc.

By: _____
Danette Jones, President

Exhibit E

Acquisition	5,766,262
Construction and Contingency	1,696,860
General Development Costs	808,479
Equity--Driven Reserves	<u>498,898</u>
	<u>8,770,499</u>

MHFA Debt	4,952,590
HOME Loans	998,252
MPDC (or affiliate) Loans	813,672
Net Syndication Proceeds	<u>2,005,985</u>
	<u>8,770,499</u>

EXHIBIT F

REGULATORY AGREEMENT

Pursuant to Massachusetts General Laws
Chapter 121A, Section 18C

Among:

Haynes House Associates,

Haynes House Associates II Limited Partnership,

and

Boston Redevelopment Authority

DATED: December __, 1993

TABLE OF CONTENTS

SECTIONS:	<u>Pages</u>
PARTIES.....	1
PRELIMINARY STATEMENT.....	1
1. <u>Prior Regulatory Agreement Superseded</u>	2
2. <u>Description of Project</u>	2
3. <u>Renovation Program</u>	2
4. <u>Financing; Mortgages</u>	3
5. <u>Separate Accounts, Expenditure of Project Income</u>	3
6. <u>Return Restriction</u>	4
7. <u>Urban Redevelopment Excise Tax; 6A Payments</u>	5
8. <u>Term of Agreement</u>	6
9. <u>Project Transfers; Voluntary Transfers of Partnership Interests, Capital Stock and Beneficial Interests; Involuntary Transfers of Partnership Interests; Condominium or Cooperative Form of Ownership</u>	6
10. <u>Accounts, Records and Books; Access by Authority Representatives; Financial Reports; Statements, etc</u>	8
11. <u>Compliance with Applicable Laws, Codes, Ordinances and Regulations</u>	8
12. <u>Project Maintenance and Management</u>	8
13. <u>Project Changes, Etc</u>	9
14. <u>Non-Discrimination in Project Leases and Employment</u>	9
15. <u>Notices; Communications</u>	10
16. <u>Non-Recourse</u>	11
17. <u>Agreement Binding on Successors and Assigns</u>	11

18.	<u>Enforcement</u>	11
19.	<u>Table of Contents; Titles to Sections</u>	11
20.	<u>Execution of Agreement; Counterparts; Registration/ Recordation</u>	11
21.	<u>Severability</u>	12
SIGNATURES.....		12-13
NOTARIZATION.....		13-14

REGULATORY AGREEMENT

Pursuant to Massachusetts General Laws
Chapter 121A, Section 18C

This Regulatory Agreement (the "Agreement") is made as of the _____ day of December, 1993, by and among HAYNES HOUSE ASSOCIATES, a Massachusetts limited partnership (hereinafter referred to as "HHA"), HAYNES HOUSE ASSOCIATES II LIMITED PARTNERSHIP, a Massachusetts limited partnership having a principal business office at 122 DeWitt Drive, Roxbury, Mass. 02120 (hereinafter referred to as the "Partnership") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, organized and existing pursuant to Chapter 121B, as amended, of the Massachusetts General Laws and acting hereunder pursuant to the Massachusetts Acts and Resolves of 1960, Chapter 652, as amended, and Chapter 121A, as amended, of the Massachusetts General Laws (except as otherwise stated herein, these statutes, not including Chapter 121B, are hereinafter collectively and in their entirety referred to as "Chapter 121A"), having a principal business office at One City Hall Square, Boston, Massachusetts 02201 (hereinafter referred to as the "Authority"). Collectively, HHA, the Partnership and Authority are hereinafter referred to as the "Parties."

PRELIMINARY STATEMENT

The original Report and Decision on a three phased project (known as Haynes House, Smith House and Madison Park III townhouses) was adopted by vote of the Authority on February 10, 1972 (the "1972 Original Report and Decision") and was amended subsequently by votes of the Authority on respectively May 18, 1972, March 15, 1973, and October 9, 1975. LRDC was approved in the 1972 Original Report and Decision as the Chapter 121A entity to own, operate and manage all three phases of the original project. On June 9, 1977, the Authority voted to adopt a Report and Decision Amendment on the Application for Approval of Acquisition of a Project (the "1977 Report and Decision Amendment"). Such vote was approved by the Mayor of the City of Boston (the "Mayor") on July 19, 1977 and the vote as approved was filed with the Clerk of the City of Boston (the "City Clerk") on July 21, 1977. By the 1977 Report and Decision Amendment, three separate Massachusetts limited partnerships were approved to acquire the respective project components. Specifically, it approved the transfer of the project known as Haynes House (the "Project") from Lower Roxbury Development Corporation ("LRDC") to

HHA. HHA, a Massachusetts limited partnership, was approved in the 1977 Report and Decision Amendment as the Chapter 121A entity to own, operate and manage this Project.

On October 29, 1981, the Authority by vote adopted an amendment, which in principal part deleted certain unimproved land from the Phase III project area to create a Phase IV, consisting of 143 townhouses to be undertaken by a separate Massachusetts limited partnership, Madison Park IV Associates. Such vote was approved by the Mayor on November 12, 1981 and the vote as so approved was filed with the City Clerk on November 17, 1981. No further amendments to the 1977 Report and Decision Amendment were applied for or approved prior to the date of this Application.

On December __, 1993, the Authority by vote approved a request to transfer the Project in its entirety from HHA to the Partnership, pursuant to an Application for Approval to Transfer A Project dated December __, 1993 (the "Application"). The Application was approved in an Amendment to the Report and Decision of the Authority dated December __, 1993 (the "Amendment").

NOW, THEREFORE, the Partnership and HHA agree for themselves and their successors and assigns, with the Authority, as follows:

1. Prior Regulatory Agreement Superseded. This Agreement shall supersede and replace in its entirety a certain Regulatory Agreement, dated July 26, 1977 (the "Prior Regulatory Agreement"), by and between the Authority and HHA upon the conveyance of the entire Project from HHA to the Partnership. During such time as the Partnership and HHA are tenants in common with respect to the Project, HHA shall remain obligated to comply with the provisions of the Prior Regulatory Agreement. By separate agreement to be recorded, the Prior Regulatory Agreement will be terminated upon the conveyance of the entire Project from HHA to the Partnership.

2. Description of Project. The Project is located at 725 Shawmut Avenue and consists of 131 residential units and tenant parking areas. The Authority acknowledges and agrees that in the event of any partial or complete destruction of the Project, the Partnership shall have the right to reconstruct a structure and related amenities of equal size and density based on the plans on file with the Inspectional Services Department of the City of Boston.

3. Renovation Program. Subject to the receipt of funds for renovation as set forth on Section 4 below, the Partnership shall undertake and complete a renovation of the Project (the "Renovation Program") as described in Section 2(b) of the

Amendment. The Renovation Program plans shall be subject to approval by the Authority's Director. The Partnership agrees to provide the Authority upon request periodic status reports on the Renovation Program. Upon completion of the Renovation Program, the Partnership shall provide the Authority with notice of such completion.

4. Financing; Mortgages. The Partnership shall finance the acquisition of the Project for a price of \$5,766,262 with a payment in cash of \$300,000 and acquisition of the Project subject to the following existing liabilities (1) the MHFA First Mortgage Loan in the amount of \$3,724,237, (2) the MHFA Residual Receipts Note in the amount of \$1,228,353, (3) the loan from Madison Park Development Corporation, HHA's general partner, (the "MPDC Loan") to HHA in the amount of \$463,672, and (4) the loan from Smith House Associates, a Massachusetts limited partnership, (the "Smith House Loan") to HHA in the amount of \$50,000. The Partnership expects to receive approximately \$2,005,985 in capital contributions from new limited partners to be admitted after the completion of the acquisition of the Project from HHA. In addition, the Partnership expects that it will finance the renovation of the Project with proceeds from the following sources: the Massachusetts Executive Office of Communities and Development will provide a loan under the Federal HOME program in the amount of \$491,866, the Public Facilities Department of the City of Boston is expected to provide a loan under the Federal HOME program in the amount of \$491,866, and the Developer will provide a cash loan in the amount of \$300,000. These are set forth in Exhibit E of the Application and were approved in the Amendment Section , entitled "Acquisition and Renovation Financing" (such loans are hereinafter collectively referred to as the "Approved Acquisition and Renovation Financing"). Any and all subsequent debt financing(s) or refinancing(s), whether secured or unsecured, of the Project or the Project's Property, in whole or in part, and syndication(s), or resyndication(s) of Partnership interests, shall be subject to the prior approval of the Authority. No mortgages in connection with the Project Property shall be granted and/or recorded without the prior approval of the Authority, except for any mortgages to secure the Approved Acquisition Financing.

5. Separate Accounts, Expenditure of Project Income. The Partnership shall keep its financial accounts for the Project separate and apart from any other activities conducted by the Partnership and shall not expend income derived therefrom other than as described in Chapter 121A, Sections 15 and 18C(e), upon or for the benefit of any other of its activities.

6. Return Restriction. The General Partner and Limited Partners of the Partnership shall not receive or accept as net income from the Project any sum in excess of eight percent (8%) of the amount invested by them in the Project for each calendar year or parts thereof in which they own or have owned an interest in the Project, except that, if in any such year or part thereof, they have so received a sum less than the aforesaid eight percent (8%), they may so receive in a subsequent year or years additional sums not exceeding in the aggregate such deficiency ("Permitted Distributions"). For purposes of this provision, the term "amount invested" shall be the sum of (a) the non-debt or cash expended in connection with the acquisition of the Project, including the non-debt portion of the purchase price and reasonable legal, accounting or like fees payable to non-related third parties; (b) after acquisition any subsequent non-debt or cash that under generally accepted accounting principles would be treated as capital contributions; and (c) an amount equal to the cumulative annual payment of principal only on the Approved Acquisition Financing.

Permitted Distributions shall be made pursuant to this provision, commencing in May of the second calendar year after the date of this Agreement and in the same month during each successive calendar year in which this Agreement is in force and effect, only if by the end of April of each calendar year, the Partnership shall, by notice to the Authority, certify that: (i) the Partnership has paid all amounts due and payable in connection with the Approved Acquisition Financing and Sections 10 and 6A of Chapter 121A; (ii) the Partnership is current within sixty (60) business days on other accounts due and payable; (iii) the Partnership has corrected or reserved adequate funds to correct all physical Project deficiencies identified in any notices or inspection reports issued by any federal, state or local governmental body; (iv) the Partnership has deposited all amounts required by MHFA to be deposited in the reserve fund for replacements accompanied by a statement evidencing all deposits in such reserve fund; and (v) the Partnership has in place and has submitted to the Authority a funding plan to satisfy the capital needs of the Project identified in a Capital Needs Study for the following five-year period and has provided funds called for in the funding plan. Notwithstanding the foregoing to the contrary, in the event the Authority reasonably determines at any time that the Project has physical deficiencies to be corrected or remedied, the Authority, by notice to the Partnership, may prohibit any distributions of any kind to the General Partner or Limited Partners until such deficiencies have been corrected or remedied to the Authority's reasonable satisfaction. The Partnership shall submit to the Authority Capital Needs Studies, prepared by a qualified independent third party which shall address the capital

needs of the Project for at least the succeeding five (5) year period, every five (5) years during the term of this Agreement. The first of such studies shall be submitted simultaneously with the execution of this Agreement.

In the event in any calendar year or part thereof the General or Limited Partners of the Partnership receive or accept as net income a sum in excess of the beforementioned eight percent (8%) of the amount invested plus any accrued deficiency, as determined by the Authority, upon receipt of notice from the Authority (which notice must be received by the Partnership within eighteen (18) months of the distribution in question to be of any force or effect), the General Partner shall repay an equivalent sum plus interest to the Partnership or, at the sole election of the Authority, the Partnership, upon receipt of notice, shall expend an equivalent sum plus interest, as directed by the Authority, for the purposes as set forth in Chapter 121A, Section 15. Nothing contained in this Section shall be applicable to the distribution of profits from the sale of the capital assets of, or general or limited partner interests in, the Partnership. This Section shall be in force and effect until this Agreement and Chapter 121A are no longer applicable to the Partnership.

7. Urban Redevelopment Excise Tax; 6A Payments. In consideration of the exemption of the Partnership and all its real and personal property from taxation and from betterments and special assessments and from the payments of any tax, excise or assessment to or for the Project, it shall pay the excises with respect to the Project which a Chapter 121A entity would be bound to pay under the formulae and provisions set forth in Sections 10 of Chapter 121A and those payments to the City of Boston, as set forth in the Original 6A Contract (as hereinafter defined), any amendments thereto or any new 6A Contract. The Partnership shall file with the Authority, the Collector-Treasurer's Office and the Commissioner of Assessing, both of the City of Boston (the "City") within ninety (90) days of the end of each calendar year during which this Agreement is in effect, a completed and signed Declaration of Liability Return (a form prescribed and made available by the Collector-Treasurer), an audited report, prepared by a Certified Public Accountant, consisting of a statement of all rental and other income, operating cost, a statement of profit and loss for the Partnership, a balance sheet and a statement of disposition of funds for the preceding calendar year, and a certified copy of the Partnership's Urban Redevelopment Excise Tax Return as submitted to the Department of Revenue, Commonwealth of Massachusetts. If the Partnership fails to submit the audited report required by the preceding sentence, or if the City or the Authority have reasonable cause to be dissatisfied with such audited report, the City and/or the Authority may make an annual

audit of all financial records pertaining to the operations of the Project and engage the services of a private accounting firm to undertake such an audit at the reasonable expense of the Partnership. If the Partnership is found to have deliberately withheld information on or misrepresented income collection from the Project, the Partnership shall pay all arrearages plus interest on that amount owed (with interest rate equal to the rate charged on delinquent property tax accounts by the City's Collector-Treasurer), and in addition pay and/or reimburse the City or the Authority for all expenses incurred as a result of such withholding or such misrepresentation. The Partnership acknowledges that the City's Assessing Department shall determine in its discretion the fair cash value of the Project pursuant to Section 10 of Chapter 121A. For purposes of this Section 7, the term "Original 6A Contract" shall mean that contract by and between the City of Boston and LRDC, dated June 14, 1972 and as amended on August 31, 1976, that was assumed by HHA pursuant to an assignment and Assumption Agreement, dated July 26, 1977.

8. Term of Agreement. Subject to the provisions of Section 8 hereof, this Agreement shall continue for a term of forty (40) years from the date of initial approval of the Project, February 24, 1972. Subject to the Partnership's having carried out the obligations and duties imposed by Chapter 121A, neither the Project nor the Partnership shall thereafter be subject to the obligations of Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Agreement as provided for in Section 18C of Chapter 121A.

9. Project Transfers; Voluntary Transfers of Partnership Interests, Capital Stock and Beneficial Interests; Involuntary Transfers of Partnership Interests; Condominium or Cooperative Form of Ownership.

a. Project Transfers. If the Partnership and/or the mortgage lender or lenders to the Partnership propose, acting either under the provisions of Chapter 121A, Section 11 (third and last paragraph) and Chapter 652, Section 13A, or under Chapter 121A, Section 16A, to sell, convey, exchange, give or otherwise transfer (collectively, "transfer") the Project, in whole or in part, to another Chapter 121A entity or entities, this Agreement shall upon the prior approval of such transfer(s) and the transferee(s) by the Authority and at the option of the Authority, be terminated or amended and a new Regulatory Agreement, pursuant to Chapter 121A, Section 18C, shall be entered into between the Authority and such transferee or transferee(s). Notwithstanding any transfer under Chapter 121A, Section 16A, the Partnership acknowledges and agrees that the Project and the

transferee or transferees shall remain subject to the Amendment, this Agreement and Chapter 121A.

b. Voluntary Transfers of Partnership Interests, Capital Stock and Beneficial Interests. The Partnership and its General and Limited Partners shall not voluntarily transfer, assign, convey or sell, or in any manner hypothecate any partnership interest in the Project at any time without the prior consent and approval of the Authority, and as a condition to any request to permit a transfer of any such partnership interests it shall cause such proposed transferee or assignee to enter into a written agreement in form and content satisfactory to the Authority, wherein such transferee or assignee agrees to assume and/or be bound by the terms and conditions of this Agreement. Any and all changes in General and Limited Partners of the Partnership or their respective partnership interests are subject to the Authority's prior approval. The General Partner shall not permit the transfer of any of its capital stock without the prior consent and approval of the Authority. Notwithstanding any provision to the contrary herein, (1) HHA's conveyance of approximately a 20% tenancy in common interest in the Project to the Partnership on or before December 31, 1993 and the conveyance of the remainder of the Project from HHA to the Partnership during calendar year 1994, (2) the admission to the Partnership of investor limited partners in exchange for a capital contribution set forth in Exhibit E, (3) subsequent transfers of interests in such limited partners, (4) transfers among limited partners or by a limited partner to an entity related to such limited partner, or (5) any transfer of limited partnership interests that does not exceed in the aggregate 49% of such limited partnership interests shall constitute a conveyance of an interest in the Project that is permitted without the Authority's consent under this agreement, the Amendment, and Chapter 121A.

c. Involuntary Transfers of Partnership Interests. Any transferee or person or entity succeeding to the rights and obligations and interest of the General Partner of the Partnership in the Project by operation of law, testamentary disposition, intestacy, or otherwise shall be deemed to have consented and agreed to be bound by the terms, covenants and conditions of this Agreement.

d. Condominium or Cooperative Form of Ownership. The Partnership shall take no action to convert the Project or any part thereof to either a condominium or cooperative form of ownership under applicable law, which shall constitute a fundamental change in the Project, without the prior approval of the Authority in accordance with Chapter 121A.

10. Accounts, Records and Books; Access by Authority Representatives; Financial Reports; Statements, etc. The Partnership agrees that it will: (a) maintain full and accurate accounts, records and books relative to the Project conforming to general accepted accounting principles; (b) grant to the employees or representatives of the Authority at all times during normal business hours access to such of its accounts, records and books as relate to the Partnership's obligations under this Agreement, and Chapter 121A, as now or may be in the future amended; (c) permit the Authority or any accountants or auditors approved by it to make periodic audits of the Partnership's accounts and financial records at the Partnership's expense, which shall at all times be available in the Commonwealth of Massachusetts; and (d) furnish to the Authority such financial, operating, statistical and other reports, records, statements and documents on a uniform and consistent basis as may periodically or on a one time basis be required by the Authority and copies of contracts entered into by the Partnership, or other documents in the possession of the Partnership, as the Authority may from time to time require in connection with the Partnership's obligations under this Agreement and Chapter 121A.

11. Compliance with Applicable Laws, Codes, Ordinances and Regulations. The Partnership shall cause the Project to be in compliance with the Amendment, this Agreement and to all zoning, building, health, and fire laws, codes, ordinances and regulations in effect in the City of Boston and applicable thereto. Compliance by the Partnership with applicable laws, codes, ordinances and regulations, subject only to judicial review, shall be determined by the City's Inspectional Services Department or any successor department, agency, board or commission and all inspections to determine such compliance shall be conducted by it. Copies of any violation notices of applicable laws, codes, ordinances and regulations received by the Partnership shall be provided to the Authority. The Partnership and its successors and assigns shall from time to time until the expiration of this Agreement, give to the duly authorized representatives of the Authority and others authorized by the Authority free and unobstructed access for inspection purposes to the Project, all of the residential and commercial areas and common areas contained therein and open areas surrounding the same.

12. Project Maintenance and Management. The Partnership shall, at its own cost and expense, keep, operate and maintain its interest in the Project, or cause it to be kept, operated and maintained in good repair, order and condition at all times during the term of this Agreement. HHA shall, at its own cost and expense, keep, operate and maintain its interest in the Project, or cause it to be kept, operated and maintained in good repair,

order and condition at all times during the term of this Agreement. The Partnership may manage the Project itself, or employ an independent contractor to undertake such management. The compensation to be paid by the Partnership for such management shall not exceed eight percent (8%) on an annual basis of the gross income from the Project.

13. Project Changes, Etc. Any and all changes, deviations, alterations, or additions proposed to be made to the Project from and after the date of this Agreement shall be subject to prior review and approval by the Authority.

14. Non-Discrimination; Project Leases and Employment; Construction Employment.

a. Project Leases and Employment. The Partnership shall not effect or execute any covenant, agreement, lease, or other instrument whereby the Project or any part thereof is restricted on the basis of race, color, sex, sexual preference, religion, or national origin in the lease or occupancy thereof or employment therein.

b. Construction Employment. The Partnership agrees in connection with construction of the Renovation Program or any other construction work undertaken after the date of this Agreement, that it will not discriminate against any employee or applicant for employment on the basis of race, color, sex, sexual preference, religion, or national origin. Further, the Partnership will take affirmative action to ensure that applicants are employed and that employees are treated during the construction period without regard to their race, color, sex, sexual preference, religion, or national origin. The Partnership agrees that with regard to all construction work undertaken it shall use reasonable efforts to pursue and cause the general contractor and all subcontractors to pursue efforts with a goal of employing workers in construction so that the worker hours on a craft-by-craft basis be performed as follows:

at least 50% by bonafide City of Boston residents; at least 25% by minorities; and at least 10% by women.

The Partnership shall incorporate in every general contractor's Construction Contract an enumeration of the foregoing worker hour goals and impose a responsibility upon such contractor to pursue such efforts and to incorporate such worker hour goals in all subcontracts and impose upon all subcontractors the obligation to pursue such efforts. In addition to the foregoing, the Partnership will comply with the following standards relative to contracting with Minority and Women Owned Business Enterprises

in all construction activity undertaken, including the procurement of goods and services:

at least 30% of the total construction contract amount shall be expended on Minority Business Enterprises and at least 5% of the total construction contract amount shall be expended on Women Business Enterprises.

The terms "Minority Business Enterprises" and "Women Business Enterprises" shall be as defined in a certain Executive Order issued by the Mayor of the City of Boston dated December 17, 1987 and effective December 30, 1987. The Executive Order is incorporated by reference as if fully set forth herein.

In furtherance of the foregoing, the Partnership will enter into a Construction Monitoring Agreement with the Authority, upon such terms and conditions that are acceptable to the Authority's Director.

15. Notices; Communications. Any notices, reports, statements, requests, approvals, consents, waivers or other communications required or desired to be given or furnished pursuant to this Agreement shall be in writing with copies directed, as indicated below, and shall be hand-delivered or may be made by depositing the same in the United States mail, first class postage prepaid. If such notice is to the Authority, the address is:

Director
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

with a copy to:

Chief General Counsel
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

If addressed to the Partnership, the General or Limited Partners, the address is:

Danette Jones, President
Haynes II, Inc., General Partner
Haynes House Associates II
Limited Partnership
122 DeWitt Street
Roxbury, Mass. 02120

with a copy to: Robert Tuchmann, Esquire
Hale and Dorr
60 State Street
Boston, MA 02109

Any Party may change its respective address by giving written notice to the others in accordance with this Section.

16. Non-Recourse. Notwithstanding any contrary provision hereof, this Agreement shall be made without recourse to the personal assets of the General or Limited Partners of the Partnership or of HHA, excepting only their respective interests in the Project. In no event shall any General or Limited Partner of the Partnership or HHA have any personal liability for the payment of any sum of money or the performance of any obligation which may become payable or required by the Partnership hereunder and the Authority agrees to look only to the assets of the Partnership for any such payment or performance.

17. Agreement Binding on Successors and Assigns. The respective provisions of this Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns of the Partnership, the General Partner, the Limited Partners and the public body or bodies succeeding to the interests of the Authority.

18. Enforcement. The Authority may enforce compliance with any of the provisions of this Agreement or any of its rules and regulations imposed on the Project in the Amendment by an action in a court of appropriate jurisdiction. The Partnership shall pay to the Authority all reasonable costs and expenses, including attorneys' fees, which may be incurred by the Authority in proceedings brought to enforce compliance, to the extent the Authority prevails.

19. Table of Contents; Titles to Sections. The Table of Contents and titles of the several Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

20. Execution of Agreement; Counterparts; Registration/Recordation. This Agreement shall be executed in such form as will enable registration and/or recordation and may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same agreement.

The Parties further agree that this Agreement shall be recorded and registered in the Suffolk Registry District of the Land Court.

21. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the extent permitted by law.

EXECUTED as a sealed instrument as of the day first above written.

HAYNES HOUSE ASSOCIATES II LIMITED
PARTNERSHIP

By: Haynes II, Inc., its General
Partner

By: _____
Danette Jones, President

HAYNES HOUSE ASSOCIATES

By: Lower Roxbury Management Corp.,
a general partner

By: _____
Danette Jones, President

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

_____, 199_

Then appeared before me the above-named Danette Jones, who in the capacity as the President of Haynes II, Inc., the sole general partner of Haynes House Associates II Limited Partnership (the "Partnership"), executed the foregoing Regulatory Agreement on behalf of the Partnership and acknowledged the same to be the free act and deed of the Partnership's sole general partner and the free act and deed of the Partnership.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

_____, 199_

Then appeared before me the above-named Danette Jones, who in the capacity as the President of Lower Roxbury Development Corp., a general partner of Haynes House Associates ("HHA"), executed the foregoing Regulatory Agreement on behalf of HHA and acknowledged the same to be the free act and deed of HHA's general partner and the free act and deed of HHA.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

_____, 199_

Then appeared before me the above-named _____, who in his capacity as the Director of the Boston Redevelopment Authority (the "Authority"), executed the foregoing Regulatory Agreement on behalf of the Authority and acknowledged the same to be his free act and deed as Director of the Authority.

Notary Public

My Commission Expires:

